

NATIONAL INTERAGENCY

2003



NATIONAL MOBILE COMMISSARY SERVICES



MARCH 19, 2003 - JANUARY 26, 2004

www.nifc.gov/contracting

Copies and updates may be downloaded from this site

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER 6300-4		PAGE 1 OF		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOL6300-4 CITATION NUMBER RFP 49-03-01		6. SOLICITATION ISSUE DATE 12/16/2002	
7. FOR SOLICITATION INFORMATION CALL		NAME Frank Gomez, Contracting Officer			b. TELEPHONE NO. (No collect calls) 208/387-5347		8. OFFER DUE DATE/LOCAL TIME 01/22/2003 COB		
9. ISSUED BY CODE USDA Forest Service National Interagency Fire Center - Contracting 3833 S Development Ave Boise, ID 83705				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: 100 % FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) SIC: 11531 SIZE STD: 500 employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
						13b. RATING		14. METHOD OF SOLICITATION RFQ IFB <input checked="" type="checkbox"/> RFP	
						15. DELIVER TO: CODE		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/OFFEROR CODE				18a. PAYMENT WILL BE MADE BY CODE					
TELEPHONE NO.				USDA Boise National Forest Fiscal & Accounting 1249 S. Vinnell Way Boise, ID 83709					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
	MOBILE COMMISSARY SERVICES-- SEE ENCLOSED <i>(Attach Additional Sheets as Necessary)</i>					See Section A		See Section A	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt Use Only)			
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. X ARE ARE NOT ATTACHED. X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Frank Gomez			31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input checked="" type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE			32c. DATE		36. PAYMENT COMPLETE PARTIAL FINAL			37. CHECK NUMBER	
					38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)				
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

TABLE OF CONTENTS	PAGE
THE SCHEDULE	Page 2
SECTION A - SUPPLIES OR SERVICES	Page 2
PRICE SCHEDULE	Page 4
SECTION B	Page 7
B.1 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FAR 52.212-4) (FEB 2002) (ALTERED).....	Page 7
B.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FAR 52.212-5) (DEC 2001) (ALTERED).....	Page 11
SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT	Page 16
C.1 SCOPE OF CONTRACT.....	Page 16
C.2 AVAILABILITY PERIOD.....	Page 16
C.3 SERVICE LOCATION	Page 17
C.4 LOCATION OF COMMISSARY UNITS.....	Page 17
C.5 ORDERING PROCEDURES.....	Page 17
C.6 OPERATING PLAN	Page 18
C.7 OPERATING REQUIREMENTS.....	Page 19
C.8 INVENTORY.....	Page 19
C.9 COMMISSARY TRANSACTIONS.....	Page 21
C.10 PRICING OF INVENTORY ITEMS SUBSTITUTIONS	Page 22
C.11 EQUIPMENT.....	Page 22
C.12 SECURITY.....	Page 22
C-13 COMMISSARY ISSUE RECORDS.....	Page 23
SECTION D	Page 24
D.1 PRODUCT PRICE TAGS	Page 24
D.2 COMMISSARY UNIT NUMBERS	Page 24
SECTION E	Page 24
E.1 INSPECTION OF EQUIPMENT.....	Page 24
SECTION F	Page 24
F.1 CONTRACT PERIOD.....	Page 24
F.2 LOCATIONS	Page 24
SECTION G	Page 25
G.1 GOVERNMENT REPRESENTATIVES.....	Page 25
G.2 MEASUREMENT AND PAYMENT.....	Page 25
G.3 INVOICES.....	Page 26
G.4 GOVERNMENT FURNISHED PROPERTY.....	Page 27
G.5 USE OF PREMISES.....	Page 27

TABLE OF CONTENTS	PAGE
SECTION H	Page 28
H.1 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996).....	Page 28
H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)	Page 28
SECTION I	Page 29
I.1 ECONOMIC PRICE ADJUSTMENT.....	Page 29
I.2 ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2001).....	Page 29
SECTION J	Page 30
J.1 WAGE DETERMINATION INFORMATION.....	Page 31
J.2 VICINITY MAP (GEOGRAPHICAL AREAS).....	Page 33
J.3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE	Page 34
J.4 DESIGNATION OF GOVERNMENT INSPECTOR/COMMISSARY MANAGER.....	Page 35
J.5 COMMISSARY ISSUE RECORD	Page 36
J.6 CONTRACT COMMISSARY OPERATING PLAN.....	Page 37
J.7 CONTRACT COMMISSARY EVALUATION.....	Page 38
J.8 NATIONAL MOBILE COMMISSARY SERVICES PAYMENT INVOICE	Page 39
SECTION K – Representations, Certifications, and Instructions	Page 41
K.1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FAR 52.212-1) (OCTOER 2002) (TAILORED).....	Page 41
K.2 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999) (TAILORED).....	Page 46
K.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FAR 52.212.3) (JULY 2002).....	Page 48

USDA FOREST SERVICE COMMISSARY CONTRACTORS

CONTRACT NO.	CONTRACTOR	UNIT	LOCATION OF UNITS	MILEAGE RATE	CANCELLATION FEE	DAILY AVAILABILITY
53-024B-3-2355	DREWS BOOTS & COMMISSARY, INC. Patrick H. Cavanaugh, President 733 Main St. Klamath Falls, OR 97601-6096 PHONE: 800/722-0393 or 541/884-4121 FAX: 541/883-2539	UNIT 1 UNIT 2 UNIT 3 UNIT 4 UNIT 5 UNIT 6	KLAMATH FALLS, OR REDDING, CA PLACERVILLE, CA HESPERIA, CA MISSOULA, MT MOAB, UT	\$1.50	\$0.00	\$300.00
53-024B-3-2356	EMERGENCY SERVICES, INC. William R. Asker/Steve Spears, Co-Owners PO BOX 893 Lewiston, ID 83501 Physical Address: 2951 MAYFAIR RIDGE PHONE: 208/743-1975 PHONE: 208-743-1166 FAX: 208/743-1166	UNIT 1 UNIT 2 UNIT 3 UNIT 4 UNIT 5 UNIT 6 UNIT 7	COEUR D'ALENE, ID MISSOULA, MT BOZEMAN, MT WENATCHEE, WA SUSANVILLE, CA SOUTH LAKE TAHOE, CA PROVO, UT	\$1.95	\$300.00	\$300.00
53-024B-3-2357	EXCEPTIONAL FIRE SERVICES, INC. Rebekah West 605 12TH STREET SPARKS, NV 89431 PHONE: 775-358-9378 FAX: 775-358-9378	UNIT 1 UNIT 2	BEND, OR SPARKS, NV	\$1.45	\$0.00	\$300.00
53-024B-3-2358	MARTINEZ & STIRLING COMMISSARY SERVICES Elizabeth Martinez 3817 Seclusion Rd. Lake Isabella, CA 93240 PHONE: 760/379-2183 FAX: 760/379-5035 Work: 760/379-4651 CELL: 661/333-9455 Pager: 661/862-7901	UNIT 1	LAKE ISABELLA, CA	\$2.50	\$300.00	\$300.00
53-024B-3-2359	NORTH BAY ENTERPRISES, INC. Wendy Martin, President 2184 N. JOSIE WAY MERIDIAN, ID 83642 PHONE: 208/939-1170 FAX: 208/939-1170 CELL: 208/890-9137	UNIT 1 UNIT 2 UNIT 3 UNIT 4	BAKER CITY, OR BAKER CITY, OR McCALL, ID McCALL, ID	\$1.60	\$300.00	\$300.00
53-024B-3-2360	NORTHWEST CONTRACTORS Vicki Minor, Owner 1310 VISTA AVE., SUITE #22 Boise, ID 83705 DISPATCH PHONE: 208/331-6572 PHONE: 208/424-1111 CELL: 208/863-9090 FAX: 208/336-2995	UNIT 1 UNIT 2 UNIT 3 UNIT 4 UNIT 5	SPANISH FORK, UT JACKSON HOLE, WY LOLO, MT GARDEN VALLEY, ID BOISE, ID	\$0.95	\$0.00	\$300.00

USDA-FS COMMISSARY LOCATIONS as awarded March 2003



PRICE SCHEDULE

PRICE EVALUATION Questionnaire #1

Offeror Name: DREWS BOOTS AND COMMISSARY

Note: Reference C-8 Inventory for complete description of items

MANDATORY ITEMS	PRICE	ITEM DESCRIPTION
(A) Boot Laces	\$4.75	Triple C Leather - Leather 72"
	\$6.75	Triple C Leather - Leather 108"
	\$2.75	White's - Nylon 72"
	\$3.75	White's - Nylon 108"
(B) Socks	\$8.00	Wigwam - Grouse Wool Blend
	\$11.00	Wigwam-Outlaw Hunter Wool Blend
	\$8.50	Drew's Label - (FRM Brand) Wool Blend
	\$5.00	Drew's Label - (FRM Brand) Hi Bulk Cotton
	\$7.00	Fox River - Thermal Wool Blend
	\$9.00	Fox River - Wick Dry
	\$12.00	Thorlo Hiker Wool Blend
	\$9.75	Cotton Athletic Socks 6-pack Jerzees/Hanes
(C) Undergarments	\$8.25	Fruit of the Loom/Hanes, Men's Cotton Briefs, 3-pack
	\$11.00	Fruit of the Loom/Hanes, Men's Cotton Briefs, 6-pack
	\$14.95	Fruit of the Loom/Hanes, Men's Boxers, 3-pack
	\$8.25	Fruit of the Loom/Hanes, Women's Cotton Briefs, 3-pack
	\$14.00	Fruit of the Loom/Hanes Women's Cotton Briefs, 6-pack
(D) Neckerchiefs	\$1.75	Bandana Style, Assorted Colors
(E) Personal Hygiene Products	\$1.65	Shampoo - Major Brands - St. Ives/Aussie/Finesse/Head & Shoulders/Salon Select & Others - Trial Size
	\$1.65	Conditioner - Major Brands - St. Ives/Aussie/Finesse/Head & Shoulders/Salon Select & Others - Trial Size
	\$1.65	Shaving Cream Trial Size - Colgate/Gillette/Comparable
	\$1.65	Toothpaste - Trial Size - Colgate/Aqua Fresh/Crest/Comparable
	\$1.50	Toothbrush - Tek Pro/Comparable

MANDATORY ITEMS	PRICE	ITEM DESCRIPTION
(E) Personal Hygiene Products		
	\$3.50	Toothbrush - Colgate/Comparable
	\$1.95 to \$2.50	Deodorant - Trial Size - Brut/Degree/Mennen/Speed Stick/Comparable
	\$2.75	Chapstick
	\$1.75	Hand & Body Lotion - Trial Size - V.I.C./Jergens/Comparable
	\$0.75	Disposable Razor - BIC/Gillette/Schick/Comparable
(F) Boot Insoles		
	\$9.75	Spenco, Soft Sole-premium Insole
	\$3.25	Dr. Scholls - Cushion Insole
(G) Tobacco Products		
		Major Brands - Kings/100's/Filter/Non-Filter/Menthol, Chew - Copenhagen/Skoal/Kodiak & others, Cost Plus Pouch Tobacco - Beechnut/Redman/Levi Garrett & 17% Profit Others
(H) T-Shirts		
	\$11.50	Fruit of the Loom/Hanes - Crew or Vee Neck - 3-Pack
	\$19.00	Fruit of the Loom/Hanes - 5-pack
(I) Boots		
	\$362.00	White's - #400V Smokejumper 10"
	\$379.00	White's - #425V Elk Tan Roughout 12"
	\$319.00	Drew's - DRSS10V Roughshot 10"
	\$319.00	Drew's - Drop10V All Brown Roughout
	\$349.00	Drew's - DROLTT10V Lace to Toe Roughout or Smooth Cut
	\$259.00	Drew's DRA10V Linecutter 10"
	\$219.00	Drew's DRA108V Linecutter 8"
	\$185.00	Drew's E610V Wildlander 10"
	\$357.00	Nick's #25V Hotshot 10"
(J) Sweatshirts		
	\$23.00	Fruit of the Loom/Hanes Hooded Pullover, Assorted Colors
	\$15.00	Fruit of the Loom/Hanes Crew Neck, Assorted Colors
(K) Thermal Underwear		
	\$13.00	Long Sleeved - J.E. Morgan/Comparable
	\$13.00	Ankle Length Drawers – J.E. Morgan/Comparable

OPTIONAL ITEMS	PRICE	DESCRIPTION
A. Logo Items	\$14.50	T-Shirts - Fruit of the Loom/Hanes/Jerzee - (S, M, L) with Fire Incident Logo, 100% Cotton
	\$16.50	T-Shirts - Fruit of the Loom/Hanes/Jerzee (XXL or Larger) with Fire Incident Logo, 100% Cotton
	\$17.50	Baseball Caps with Fire Incident Logo
	\$29.50	Sweatshirts - Fruit of the Loom/Hanes/Jerzee (S, M, L) with Fire Incident Logo
	\$31.50	Sweatshirts - Fruit of the Loom/Hanes/Jerzee (XXL or Larger) with Fire Incident Logo
B. Rain Gear	\$39.00	RainFair Premium Rain Jacket or Comparable
C. Baseball Caps	\$10.00 to	Assorted
	\$20.00	
D. Stocking Caps	\$9.00	Wigwam/Carhart & others, Assorted Colors
E. Sunglasses	\$10.00 to	Assorted Styles
	\$20.00	
F. Postage Stamps	Current	US Postal Service (Current Rate)
	Price	
G. Stationary Items	\$0.50	Envelopes - Standard Letter Size
	\$0.75	Postcards - Standard or Picture Size
	\$0.75 to	Basic Pens - BIC & others
	\$1.25	
H. Boot Grease	\$7.95	Drew's - Leather Preservative - 6 oz tub
	\$10.95	White's - Boot Grease - 8 oz tub
I. Sweat Pants	\$15.00	Fruit of the Loom/Hanes/Jerzee - Elastic Waistband, Assorted Colors
J. Hairbrushes/Combs	\$1.00 to	Basic Pocket Size Combs – Trim or Comparable
	\$1.25	
	\$3.35 to	Pocket Style Hairbrushes - Goody, Assorted
	\$5.00	
K. Disposable Cigarette Lighters	\$1.25	Lighters - BIC & Comparable
L. Contact Lens Supplies		No Offer

OPTIONAL ITEMS	PRICE	DESCRIPTION
M. Film	\$7.50	Kodak - 200/400 ASA/ISO 27 exp.
N. Knit Gloves	\$3.25	Jerzee & others
O. Duffle Bags	\$29.00 \$35.00 \$39.00	Small/Landway or comparable Medium/Landway or comparable Large/Landway or comparable
P. Batteries		No Offer
Q. Thongs	\$3.50 to \$10.00	Shower Shoes, Thongs
R. Playing Cards	\$3.00	Hoyle/Maverick
S. Tennis Shoes/Hiking Boots	\$49.00 to \$69.00 \$64.00 \$70.00	Tennis Shoes - Hi Tec (Leather Cordura Hiker) Camp Shoe Romeo - Western Chef Hiking Boot - Columbia
T. Nail Clippers	\$1.50 to \$3.00	Basic Nail Clippers - Trim or comparable
U. Suspenders	\$16.50 \$20.00	Loggers Wear Carhart
V. Light-Weather Jackets	\$49.00 to \$119.00 \$99.00 to \$149.00	Jackets - Carhart, Assorted Styles & Colors Jackets & Coats - Pendleton, Assorted Styles & Colors
W. Towels/Washcloths	\$6.00 \$2.75	Towels - Bath Size - Stevens or comparable Washcloths - Stevens or comparable
X. Flashlights	\$16.50	Maglight - Mini Mag with Case & Batteries
Y. Magazines/Books		Cover Price
Z. Personal Size Mirror	\$4.50	Mirror - Travel Size

OPTIONAL ITEMS	PRICE	DESCRIPTION
A. Disposable Cameras	\$12.25	Disposable Cameras - Kodak, Fuji, comparable
	\$16.50	Disposable Camera with Flash- Kodak, Fuji, comparable
B. Fire Packs & Accessories	\$139.00	Drew's Super Pack - Initial Attack
	\$199.00	Drew's Spike Pack
	\$159.00	Drew's Super Pack w/Hydration
	\$219.00	Drew's Spike Pack w/Hydration
	\$39.00	Drew's Chest Pack Radio Harness
	\$10.00	Water Bottle Holders
	\$75.00	Drew's Gear Bags
C. Leatherman Tool	\$49.00 to \$79.00	Folding Tool – Schrade/Gerber
D. Clips	\$5.00	Carabiner Clips (Small)
	\$10.00	Carabiner Clips (Large)
E. Tents	\$59.00 to \$99.00	2 or 3 man Dome Tents - Stansport/Coleman/All American/Ozark Trail
F. Boots	\$349.00	Drew's DR012V Elk Tan Roughout 12"
	\$265.00	Hathorn - #110 V Smokejumper 10"
G. Phone Cards	\$15.00	MCI - 120 minutes
H. Boot Oil	\$7.95	Drew's 8 oz. Bottle
I. Outdoor Shorts	\$28.00 to \$38.00	Shorts - Walking & Cargo/Carhart - Assorted Duck & Canvas Fabric
J. Work Shirts	\$13.00 to \$17.00	T-Shirts & Henleys - Long & Short Sleeve, Cotton (Carhart)
K. Alarm Clock	\$10.00 to \$15.00	Advance, Timex, Sharp or comparable
L. Watches	\$10.00 to \$20.00	Pocket or wrist watches - Aquatech or comparable
M. Mugs	\$7.50 to \$15.95	Insulated Travel Mugs

OPTIONAL ITEMS	PRICE	DESCRIPTION
N. Personal Hygiene Holders	\$2.00	Soap Holder
	\$2.00	Toothbrush Holder
O. Backpacks	\$19.00	Small/Landway or comparable
P. Belts	\$10.00 to	
	\$15.00	Belts
Q. Undergarments	\$9.95 to	
	\$19.95	Hanes & others - Women's Sports Bras

PRICE SCHEDULE

PRICE EVALUATION Questionnaire #1

Offeror Name: EMERGENCY SERVICE, INC.

Note: Reference C-8 Inventory for complete description of items

MANDATORY ITEMS	PRICE	ITEM DESCRIPTION
(A) Boot Laces	\$6.00	90" Leather
(B) Socks	\$5.50	Tube, 3 pack - FOL or Hanes, Cotton/Cotton Blend
	\$19.95	Boot, 3 pack, wool blend - Wigwam Mills, Fox River, Seneca, Northwest
	\$6.95	Wool Blend - 1 pr - same as above
(C) Undergarments	\$8.25	Women's panties -3 pk, FOL/Hanes
	\$8.25	Men's Briefs - 3 pack - FOL/Hanes/American Fare or comparable
	\$11.50	Men's Briefs - 3 pack - sizes 2XX/up - FOL/Hanes/American Fare or comparable
	\$11.50	Men's Boxer, 3 pack - FOL/Hanes/American Fare or comparable
	\$14.50	Men's Boxer, 3 pack - sizes 2XX/up - FOL/Hanes/American Fare or comparable
	\$11.50	Men's Boxer Briefs, 2 pack - FOL/Hanes/American Fare or comparable
	\$14.50	Men's Boxer Briefs, 2 pack - sizes 2XX/up - FOL/Hanes/American Fare or comparable
(D) Neckerchiefs	\$2.45	Bandana style, Assorted colors
(E) Personal Hygiene Products	\$7.95	Foot Powder - 3 oz - Desenex or comparable
	\$5.50	Foot Powder - Odor Eaters
	\$4.95	Moleskin - Dr. Scholls or comparable brand
	\$2.25	Dental Floss - Johnson & Johnson - 50 yd.
	\$2.75	Toothpaste - 2.7 oz - Crest, Peopsodent, Aqua Fresh
	\$1.30	Toothpaste, Travel Size - Crest, Dawn Mist or comparable
	\$3.25	Toothbrush, Assorted
	\$1.95	Toothbrush, Travel Size
	\$2.50	Mouthwash - 3 oz. - Listerine or comparable
	\$2.50	Mouthwash - Pocket pack, 24 count - Listerine or comparable
	\$1.50	Lip Balm - Blistex/Chapstick or comparable
	\$3.95	Shaving Cream - 9 oz. - Gillette, Mennen or comparable

	\$1.95	Shaving Cream - Travel Size - Gillette/Mennen or comparable
MANDATORY ITEMS	PRICE	ITEM DESCRIPTION
(E) Personal Hygiene Products	\$4.95	After Shave - Gillette/Mennen or comparable
	\$3.00	Disposable Razors, double edge - 5 pack - BIC or comparable brand
	\$4.95	Shampoo/Conditioner - 6 oz - Pert or comparable brand
	\$1.75	Shampoo - Travel size - Pert or comparable
	\$3.95	Deodorant - 1.7 oz stick - Sure, Gillette, assorted name brands
	\$1.75	Deodorant - Travel size - Sure, Gillette, assorted name brands
	\$4.75	Bath Powder - 8 oz - Shower-to-Shower
	\$1.30	Lotion - 2.5 oz - Vaseline Intensive Care or comparable
	\$3.25	Lotion - Travel size - Vaseline Intensive Care or comparable
	\$3.25	Bar Soap - Dial, Irish Spring, or comparable
	\$1.50	Cotton Swabs - 54 count - Q-Tip or comparable
	\$3.50	Tampons - 18 count - Tampax or comparable
	\$4.75	Feminine Napkins - Stay Free or comparable
(F) Boot Insoles	\$3.00	Boot Insoles, Dr. Scholl's - Air Pillows
	\$5.00	Boot Insoles, Dr. Scholl's - Air Pillows - double thickness
(G) Tobacco Products		Current Market Price plus Markup as noted: Cigarettes by the carton (10 pk) - 16%; single packs - 20%; Snuff/Chewing Tobacco - 22% and Cigars and Pipe Tobacco - 24%
(H) T-Shirts	\$11.50	T-Shirts - Crew neck, white, 3 pack - FOL/Hanes/American Fare
	\$14.00	T-Shirts - sizes 2XX/up, 3 pack - FOL/Hanes, American Fare
(I) Boots	\$357.00	Nick's Hotshot #25V10"
	\$307.00	Nick's Forester #55F10"
	\$367.00	Nick's Hotshot #25LTT10" (LTT) Lace to Toe
	\$317.00	Nick's Forester #55LLT10" (LTT) Lace to Toe
	\$365.00	White's Smokejumper - 10" #375V
	\$289.00	Westco, Jobmaster #210-700
	\$250.00	Camp Boot 8"
	\$265.00	Camp Boot 10"
	\$38.00	Romeo, Camp Shoe
(J) Sweatshirts	\$13.50	Sweatshirts - crew neck - FOL/Hanes/American Fare or comparable
	\$15.50	Sweatshirts - crew neck - sizes 2XX/up FOL/Hanes/American Fare or comparable

MANDATORY ITEMS	PRICE	ITEM DESCRIPTION
(K) Thermal Underwear	\$11.50	Thermo underwear - tops or bottoms - Thermo or comparable
	\$12.50	Thermo underwear - tops or bottoms - sizes 2XX/up - Thermo or comparable
OPTIONAL ITEMS	PRICE	ITEM DESCRIPTION
A. Logo Items	\$15.95	Logo Hats - Premium Embroidery
	\$13.00	Logo Tee-Shirts - Child/youth sizes - Hanes/Jerzee or comparable
	\$14.50	Logo Tee-Shirts - Adult - Hanes/Jerzee or comparable
	\$16.50	Logo T-Shirts, sizes 2XX/up - Hanes/Jerzee or comparable
	\$32.00	Logo Hooded Sweatshirts - Adult - Hanes/Jersey or comparable
	\$35.00	Logo Hooded Sweatshirts - sizes 2XX/up - Hanes/Jersey or comparable
B. Rain Gear	\$8.25	Rain Gear - Ponchos - Stansport or comparable
C. Baseball Caps	\$8.00	Baseball Caps - Variety of colors - no logos
D. Stocking Caps	\$5.25	Stocking Caps - Brand Names - Assorted colors
E. Sunglasses	\$7.75 to \$21.75	Sunglasses - Assorted brands and styles
F. Postage Stamps	Current Price	US Postal Service
G. Stationary Items	\$0.50	Paper and envelope
H. Boot Grease	\$4.75	Hubreds - 7.5 oz
	\$10.75	Nick's - 8 oz
	\$5.59	Nick's - 4 oz
I. Sweat Pants	\$13.50	Sweat Pants - FOL/Hanes/Jerzee or comparable
	\$15.50	Sweat Pants - sizes 2XX/up - FOL/Hanes/Jerzee or comparable
J. Hairbrushes/Combs	\$1.25	Combs - 2 pk
	\$3.75	Goody - Brush
K. Disposable Cigarette Lighters	\$1.50	BIC - assorted colors

OPTIONAL ITEMS	PRICE	ITEM DESCRIPTION
L. Contact Lens Supplies		No Offer
M. Film	\$6.75	Kodak/Fuji - 135 - 24 exposure
	\$12.25	Disposable Camera - Kodak/Fuji/Polaroid
N. Knit Gloves	\$3.95	Wells Lamont or comparable
O. Duffle Bags	\$29.95	Stansport/Wilson or comparable
	\$24.95	Stansport/Wilson or comparable
P. Batteries	\$1.25	AA, AAA, C, D-Heavy Duty
Q. Shower Shoes – (Thongs)	\$3.75	Assorted Styles/colors
R. Playing Cards	\$3.50	Hoyle
S. Tennis Shoes/Hiking Boots	Current Market Price	Reebok, Stansport, Converse or comparable
T. Nail Clippers	\$1.50	GEM - Fingernail
	\$2.00	GEM - Toenail
U. Suspenders	\$12.50	Suspender Factory or comparable
V. Light-Weather Jackets	\$45.00	NW Territory or comparable
	\$43.00	Jerzee Fleece, Polar Fleece or comparable
	\$55.00	Denim Insulated
	\$77.00	Carhart - Jacket, lined
	\$97.50	Carhart - Coat, lined
W. Towels/Washcloths	\$2.00	Wash Cloth
	\$7.95	Towel
X. Flashlights	\$16.50	Mini-Mag Light
	\$7.75	Tuffy
	\$13.95	Tent/Reading/Trail Lantern
Y. Magazines/Books		No Offer
Z. Personal Size Mirror	\$4.00	Good - Assorted Styles/colors

SUPPLEMENT A – ADDITIONAL

OPTIONAL ITEMS	PRICE	DESCRIPTION
A. Tweezers	\$1.50	GEM - slant tip or comparable
B. Tents	\$65.00	2 - man - Kelty/Stansport or comparable
	\$85.00	4 - man - Sunkyoung, Kelty, Stansport or comparable
C. Web Belt	\$4.95	Military style - one size fits all
D. Phone Card	\$13.00	MCI - 120 minutes
E. Wallet	\$7.75	Stansport - nylon
F. Time Pieces -		
Alarm clock	\$10.95	Keno or comparable - key wind
Watches	\$18.95	Timex or comparable brand
G. Soap Caddy	\$1.50	Stansport or comparable
H. Toothbrush Holder	\$2.75	Stansport or comparable - 2 pk
I. Fire Packs & Accessories		
	\$96.50	Ranger - Phoenix pack
	\$13.75	Water Bottle Holders
	\$99.50	Dura pack - Cargo Pack
	\$47.50	Western Shelter, Nat'l - Radio Harness
	\$35.00	Nat'l Fire Fighter - Radio Harness
	\$104.50	Crew Boss - Brush pants
	\$147.50	Ranger - Initial Attack Pack

PRICE SCHEDULE

PRICE EVALUATION Questionnaire #1

Offeror Name: EXCEPTIONAL FIRE SERVICES, INCORPORATED

Note: Reference C-8 Inventory for complete description of items

MANDATORY ITEMS	PRICE	DESCRIPTION
(A) Boot Laces	\$3.75	White's - leather - 72"
	\$5.25	White's - leather - 90"
	\$6.25	White's - leather - 108"
(B) Socks	\$2.00	Hanes/Russell/Jerzee - men's, women's cotton crew socks
	\$9.50	Hanes/Jerzee - crew sock, 6 pack
C Undergarments	\$8.00	Hanes/Fruit of the Loom - men's, women's underwear, 3 pack
	\$8.50	Hanes/Fruit of the Loom - men's boxers, 2 pack
(D) Neckerchiefs	\$2.50	Bandanas - various designs
(E) Personal Hygiene Products	\$3.00	Colgate/Crest/Aquafresh - Toothpaste, 8.2 oz
	\$1.25	Colgate/Crest/Aquafresh - Travel Size
	\$1.25	Scope Mouthwash - Travel Size
	\$2.00	Oran B/J & J Dental Floss, 550 yards
	\$3.00	Colgate/Crest/Oral B Toothbrush
	\$2.75	Binaca Breath Spray, .2 oz
	\$1.00	Gillette Good News Twin Blade Razor
	\$6.00	Bic Plus/Bic Lady Razor, 12 pack
	\$2.25	Edge/Skintimate Shaving Gel, 2.75 oz
	\$2.25	Barbaso/Colgate Shaving Cream, 11 oz.
	\$4.25	Gillette Aftershave Gel/Lotion, 2.5 oz.
	\$3.50	Sure/Secret Deodorant, 2.9 oz
	\$4.25	Degree Deodorant, 3.2 oz.
	\$1.00	Irish Spring/Ivory Bar Soap, 4.5 oz.
	\$5.00	Visine Advanced Eye Drops, .5 oz.
	\$2.00	Blistex/Chapstick Lip Care
	\$7.50	Tinactin Foot Spray, 5.3 oz.
	\$1.50	Trim Tweezers
	\$1.50	Q-Tips Cotton Swabs - Travel Size
		Herbel Ess/Thermasilk/Finnesse/H & S Shampoos and
	\$1.50	Conditioners - Travel Size
	\$1.50	Curel/Vaseline/Jergens/St. Ives Lotion - Travel Size
	\$2.50	Trojan Condom, 3 pack

MANDATORY ITEMS	PRICE	DESCRIPTION
(E) Personal Hygiene Products	\$6.00	Tampax Super Plus Tampons, 20 pack
	\$2.00	Kotex Panti Liner, 22 pack
	\$4.75	Always Feminine Napkins, 18 pack
(F) Boot Insoles	\$8.50	Spenco Insoles
	\$3.00	Dr. Scholls Air Pillow
(G) Tobacco Products	\$3.50	Marlboro/Camel/Winston - per pack
	\$6.50	Copenhagen/Skoal/Kodiak Chew
	\$3.25	Swisher Sweets Cigars, 5 pack
	\$4.50	Red Man Chewing Tobacco
(H) T-Shirts	\$4.00	Hanes - Cotton Crew or Vee Neck
	\$10.75	Hanes - Cotton Crew or Vee Neck - 3 pack
(I) Boots	\$351.00	White - Smokejumper 10"
	\$275.00	Buffalo - 10"
	\$237.00	Hathorn - 10"
	\$342.00	Nicks - Hotshot - 10"
	\$296.00	Nicks - Forester - 10"
(J) Sweatshirts	\$15.50*	Hanes - Crew, Fleece Lined
	\$23.50*	Hanes - Hooded, Fleece Lined
(K) Thermal Underwear	\$9.50*	Hanes/Hanes Her Way - Top
	\$9.50*	Hanes/Hanes Her Way - Bottoms

OPTIONAL ITEMS	PRICE	DESCRIPTION
(A) Logo Items	\$15.75	Embroidered Logo Hats
	\$14.50*	Hanes Beefy T-Logo Shirts
	\$29.50*	Hanes - Hood Sweatshirt, Fleece Lined with Logo
	\$23.50*	Hanes - Crew Sweatshirt, Fleece Lined with Logo
	\$19.50*	Hanes - Cotton Polo Shirt with Logo
	\$19.50*	Hanes Beefy T-Long Sleeved Log Shirts
	(*)	XXL - add \$2.00, XXXL, XXXXL - add \$3.00
(B) Rain Gear	\$3.75	Hooded Vinyl Poncho
	\$8.50	Heavy Duty Hooded PVC Poncho
(C) Baseball Caps	\$6.50	Assorted Styles and Colors

OPTIONAL ITEMS	PRICE	DESCRIPTION
(D) Stocking Caps	\$5.25	Knit Hat/Beanie
(E) Sunglasses	\$12.00	Assorted Styles
(F) Postage Stamps	\$0.37	US Postal Service
(G) Stationary Items	\$0.50	Papermate - Blue/Black Pen
	\$0.25	Envelope
	\$1.00	Notepad, 50 sheets
	\$1.50	Sharpie Pen
	\$1.00	Greeting Card with Envelope
(H) Boot Grease	\$10.25	Whites - 8 oz tub
	\$5.50	Pecard - 6 oz tub
	\$5.75	Pecard - 8 oz Boot Oil
(I) Sweat Pants	\$15.25	Hanes - 7.8 oz Fleece Lined Elastic Waist
(J) Hairbrushes/Combs	\$3.75	Goody Hairbrush
	\$1.25	Pocket Comb
(K) Disposable Cigarette Lighters	\$1.25	BIC or comparable lighters
(L) Contact Lens Supplies	\$5.75	Bausch & Lomb Multiplus, 4 oz.
	\$5.50	Visine/Clear Eyes Contact Lens Drops
	\$3.00	Bausch & Lomb Contact Lens Case
(M) Film	\$5.50	Kodak Max - 24 exposure
	\$6.75	Kodak Max - 36 exposure
	\$13.00	Kodak - 27 exposure Disposable Camera with Flash
(N) Knit Gloves	\$5.50	Rag Wool Five Finger Gloves
(O) Duffle Bags	\$19.50	Deluxe zipper cotton canvas Duffle Bag, 21" x 36"
	\$23.50	Deluxe zipper cotton canvas Duffle Bag, 25" x 42"
	\$21.00	Stansport water repellent nylon Duffle Bag with full length zipper, 36" x 18"
(P) Batteries	\$1.25	Duracell - AAA, AA
	\$2.00	Duracell - C, D

OPTIONAL ITEMS	PRICE	DESCRIPTION
(Q) Shower Shoes (Thongs)	\$5.50	Assorted
(R) Playing Cards	\$2.50	Playing cards
(S) Tennis Shoes/Hiking Boots	Current Market Price	Name brand Tennis Shoes and Hiking Boots
(T) Nail Clippers	\$1.25	Trim - small/large nail clippers
(U) Suspenders	\$12.50 \$16.50	Elastic - 1/1/2" wide, 46" or 54" Elastic - 2" wide, 46" or 54"
(V) Light-Weather Jackets	\$38.75** \$59.00**	Port Company - 13 oz. Fleece 1/4 zip pullover Carhart/Dickies - Cotton Duck Work Jacket (**) XXL, XXXL - add \$5.00
(W) Towels/Washcloths	\$2.00 \$7.25	100% cotton Washcloth 100% cotton Bath Towel, 25" x 50"
(X) Flashlights	\$9.50 \$14.50 \$24.50	Maglight - Solitaire with batteries Maglight - Minimag with batteries Maglight - 3 D cell Flashlight
(Y) Magazines/Books	Face Value	Books, current Best Sellers Magazines, current Issues
(Z) Personal Size Mirror	\$2.50	Goody travel size Mirror

SUPPLEMENT A - ADDITIONAL OPTIONAL INVENTORY		
PRODUCT	PRICE	DESCRIPTION
(A) Phone Cards	\$18.00	MCI - 120 minute Card (.15 per minute)
(B) Tent	\$55.00 \$65.00 \$1.00	Stansport - 3 person dome tent Stansport - 4 person dome tent Heavy Duty Steel Tent Stake
(C) Sleeping Bag	\$19.50 \$25.00	Fleece sleeping bag/insert, 32" & 75" Stansport - Nylon box waffle air mattress with full length pillow, 29" x 76"

PRODUCT	PRICE	DESCRIPTION
(D) Toiletry Items	\$10.50	Fold-up Travel Toiletry Organizer
	\$1.50	Soap Dish
	\$2.00	Stansport Toothbrush Holder, 2 pack
(E) Accessories	\$6.50	Stansport Tri-fold Wallet
	\$14.25	Stansport Fanny Pack
	\$6.00	Padded Eye Glass Case
	\$4.25	Webbed Cotton Belt
(F) Compass	\$5.25	Multi Function Compass
(G) Shorts	\$12.75	Hanes/Anvil - Cotton, Drawstring with pockets

PRICE SCHEDULE

PRICE EVALUATION Questionnaire #1

Offeror Name: MARTINEZ & STIRLING

Note: Reference C-8 Inventory for complete description of items

MANDATORY ITEMS	PRICE	DESCRIPTION
(A) Boot Laces	\$4.50	72" minimum, Leather
(B) Socks	\$9.50	Wool Blend Socks
	\$9.50	Tube, 100% Cotton 6-pack
	\$5.50	Tube, 100% Cotton 3-pack
	\$2.50	Tube, 100% Cotton 1-pair
(C) Undergarments	\$10.50	Hanes HerWay 100% cotton: 3 pack, women's sizes 6, 7, 8
	\$11.50	Hanes - 100% cotton briefs, men's sizes 32, 34, 36, 38
(D) Neckerchiefs	\$3.50	Bandana Style - 100% cotton
(E) Personal Hygiene Products		Name brands/Travel size: Toothpaste, Shampoo, Conditioner, Lotion, Mouthwash, Dental Floss, etc.
	\$2.25	
	\$5.00	Shampoo, 6.8 oz, Name Brand
	\$3.50	Toothbrush, Name Brands
	\$2.50	Shaving Cream/Name Brands/Travel size
	\$3.50	Deodorant, Name Brands
	\$3.00	Disposable Razors, double-edge, 5 pack
	\$0.60	Disposable Razors, single
	\$2.25	Chapstick/Blistex, Lip Balm
	\$1.50	Bath Soap - Bar of Lotion
	\$2.25	Cotton Swabs/Travel Size/Name Brands
	\$7.00	Foot Powder - Desitin, Dr. Scholls - 4 oz
	\$6.75	Desenex Ointment - Skin Protectant

MANDATORY ITEMS	PRICE	DESCRIPTION
(E) Personal Hygiene Products	\$6.00	Tampons, Name Brand, Super Plus - 20 ct.
	\$5.75	Feminine Napkins, Name Brand, Maxi Pad, 24 ct.
	\$3.00	Feminine Panty Liners, Name Brand
(F) Boot Insoles	\$4.25	Air Pillow - various sizes
(G) Tobacco Products	Current Market price plus 20% Markup	Name Brand - Cigarettes (carton) Name Brand - Cigarettes -(pack) Name Brand - Chewing Tobacco Name Brand - Pipe Tobacco Cigars - Swisher Sweets and special order
(H) T-Shirts	\$10.25	Crew Neck - Hanes/Jerzee, Name Brand, 3 Pack, S, M, L, XL
	\$10.25	V-Neck - Hanes/Jerzee, Name Brand, 3 Pack, S, M, L, XL
(I) Boots	\$148.00	Georgia Logger - 8" (working on getting Whites or Nicks, if so, will get approved by the Finance Chief)
(J) Sweatshirts	\$14.50	Crew Neck - Gildan, Hanes, Jerzees - 100% cotton
	\$25.00	Hooded - Gildan, Hanes, Jerzees - 100% cotton
(K) Thermal Underwear	\$9.50	Tops & Bottoms, Hanes or Name Brand, Cotton Blend, S, M, L, XL

OPTIONAL INVENTORY	PRICE	DESCRIPTION
A. Logo Items	\$15.00	Small - X Large T-Shirt
	\$17.00	XX Large T-Shirt
	\$25.00	Small - X Large Hooded Sweatshirt
	\$27.00	XX Large Hooded Sweatshirt
	\$15.00	Hats - Baseball Style
B. Rain Gear	\$4.75	Poncho

OPTIONAL INVENTORY	PRICE	DESCRIPTION
C. Baseball Caps	\$5.00	Foam Cap
	\$7.00	Cotton Blend Cap
D. Stocking Caps	\$6.00	Knit Blend, one size
E. Sunglasses	\$12.00	Assorted Styles
F. Postage Stamps	\$0.50	USPO
G. Stationary Items	\$4.50	Writing Tablet with 5 envelopes
	\$0.25	Plain Envelope
	\$0.10	Ink Pen
H. Boot Grease	\$6.00	Mink Oil, Neatsfoot, Name Brand
I. Sweat Pants	\$14.50	Gildan/Hanes/Jerzees, Name Brand
J. Hairbrushes/Combs	\$3.75	Good, Plastic or vent
	\$1.25	Pocket Comb
K. Disposable Cigarette Lighters	\$1.25	BIC, Calico, Name Brand
L. Contact Lens Supplies	\$6.50	Bausch & Lomb Saline Solution
M. Film	\$11.00	Kodak, Fuji, Name Brand - 37 Shot
	\$7.00	Kodak, Fuji, Name Brand - 135, 36 exposure
N. Knit Gloves	\$6.75	Knit Blend
O. Duffle Bags	\$25.00	Cotton Canvas
	\$11.00	Nylon Bag
P. Batteries		No Offer
Q. Shower Shoes (Thongs)	\$3.25	Assorted
R. Playing Cards	\$3.75	Hoyle, Assorted
S. Tennis Shoes/Hiking Boots		No Offer
T. Nail Clippers	\$2.00	Deluxe, Gem - Nail Clip/File
	\$3.00	Deluxe, Gem - Toenail Clip/File
	\$3.00	Deluxe, Gem - Tweezers

OPTIONAL INVENTORY	PRICE	DESCRIPTION
U. Suspenders	\$13.00	Assorted Colors
V. Light-Weather Jackets	\$27.00	Assorted Styles
W. Towels/Washcloths	\$3.00	Cotton Bath Towels
	\$1.50	Cotton Wash Cloth
X. Flashlights	\$7.00	Disposable Flashlight, EveReady, Name Brands
Y. Magazines/Books		No Offer
Z. Personal Size Mirror	\$3.00	Compact Mirror

SUPPLEMENTAL OPTIONAL ITEMS	PRICE	DESCRIPTION
(aa) Post Card	\$1.00	Picture Postcard
(bb) Phone Card	\$10.50	Phone Card - 60 minutes each
(cc) Travel Alarm Clock	\$10.00	Travel Alarm Clock (Windup)
(dd) Eye Drops	\$6.75	Visine, Name Brand
(ee) Washbag	\$6.00	Dunk Bag
(ff) Sewing Kit	\$3.50	Assorted
(gg) Belts	\$7.00	Assorted Cotton Web
(hh) Tent	\$55.00	2 - 3 person Tent
(ii) Toothbrush Holder	\$2.50	Assorted
(jj) Soap Dish	\$2.50	Assorted
(kk) Carabiners	\$2.50	Assorted
(ll) Pillows	\$7.50	Air Pillow, Cloth, Travel
(mm) Watches	\$12.00 to \$15.00	Assorted Styles
(nn) Chumbs for Glasses	\$5.00	Assorted Styles and Colors

PRICE SCHEDULE

PRICE EVALUATION Questionnaire #1

Offeror Name: NORTH BAY ENTERPRISES, INC.

Note: Reference C-8 Inventory for complete description of items

MANDATORY ITEMS	PRICE	DESCRIPTION
(A) Boot Laces	\$5.25	72" Leather
(B) Socks	\$9.50 \$7.50 - \$9.50	Tube, crew cotton or cotton blend, 6 pk. Wool blend per pair
(C) Undergarments	\$9.00 \$11.00 \$9.00	Hanes, Fruit of the Loom men's briefs, cotton, 3 pk Hanes, Fruit of the Loom men's boxers, cotton blend, 3 pk Hanes, Fruit of the Loom women's briefs, 3 pk
(D) Neckerchiefs	\$2.50	Bandana Style - Assorted colors
(E) Personal Hygiene Products	\$1.50 \$1.50 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.50 \$2.50 \$3.00 \$5.50 \$5.00 \$2.50	Shampoo - Trial size Conditioner - Trial size Toothpaste - Trial size Hand Lotion - Trial size Q-Tips - Trial size Soap Deodorant - Trial size Mouth Wash - Trial size Razors - Trial size - 2 pair Shaving Cream - Trial size Lip Balm Toothbrush - Crest/Oral B/or alike Tampons - Kotex brand - 18 count Kotex Maxi Pad - 24 count Kotex Pantiliner - 22 count
(F) Boot Insoles	\$2.75 \$5.00 \$13.75	Various brand, men's and women's Dr. Scholls double quilted, men's and women's Spenco/or a like boot insoles

MANDATORY ITEMS	PRICE	DESCRIPTION
	Current market price Plus 20% markup on all	
(G) Tobacco Products	Tobacco	Name Brand - Cigarettes (carton) Name Brand - Cigarettes (pack) Name Brand - Chewing Tobacco Cigars - Swisher Sweets
(H) T-Shirts	\$11.25	Cotton, cotton blend, V and crew neck - 3 pack
(I) Boots	\$380.00 \$279.00 \$296.00	Whites 10" - #400V - Smokjumper Hawthorn 10" - #110V - Smokejumper Wesco 10" - #210-700 Jobmaster
(J) Sweatshirts	\$18.50 \$21.50 \$28.00 \$31.00	Crew Neck - S, M, L, XL Crew Neck - XXL Hooded - S, M, L, XL Hooded - XXL
(K) Thermal Underwear	\$13.00	Tops and Bottoms
OPTIONAL ITEMS	PRICE	DESCRIPTION
A. Logo Items	\$15.00 \$18.00 \$35.00 \$38.00 \$18.00	T-Shirts with Fire Incident Logo - S, M, L, XL T-Shirts with Fire Incident Logo - XXL, XXXL Heavyweight Hooded Sweatshirt with Fire Incident Logo - S, M, L, XL Heavyweight Hooded Sweatshirt with Fire Incident Log - XXL, XXXL Baseball Cap with Logo
B. Rain Gear	\$8.00 \$11.00	Assorted Poncho, 10 gauge Heavyweight Poncho
C. Baseball Caps	\$9.00 to \$13.00	Assorted
D. Stocking Caps	\$6.50 \$9.00 \$11.00	Acrylic - Assorted colors Wool Blend - Dark colors Wool - Dark colors
E. Sunglasses	\$11.00	Various Styles
F. Postage Stamps	Current price	

OPTIONAL ITEMS	PRICE	DESCRIPTION
G. Stationary Items	\$2.50	Envelope and 6 pages of lined paper
H. Boot Grease	\$5.25	Various - Montana
I. Sweat Pants	\$15.00	S, M, L, XL Cotton blend
J. Hairbrushes/Combs	\$5.00	Full Size
	\$1.00	Comb
K. Disposable Cigarette Lighters	\$1.25	BIC
L. Contact Lens Supplies		No Offer
M. Film	\$12.50	Assorted disposable Cameras such as Kodak/Quick Snap - 24 exposures
	\$5.75	Film - 24 exposures
	\$7.00	Film - 36 exposures
N. Knit Gloves	\$6.75	Dutch Harbor
	\$10.00	Rag Wool finger and fingerless
O. Duffle Bags	\$27.00	Stansport - Assorted
P. Batteries		No Offer
Q. Shower Shoes (Thongs)	\$3.75	Assorted
R. Playing Cards	\$3.25	Holt/Maverick
S. Tennis Shoes/Hiking Boots		Tennis Shoes No Offer
	20% over Current Market Price	Hiking Boots - on Request
T. Nail Clippers	\$2.50	Gem
U. Suspenders	\$15.00	Wide/Heavy Clip
V. Light-Weather Jackets	\$35.00	Nylon
	\$35.00	Flannel - Nylon Lined
W. Towels/Washcloths	\$5.25	Towel - 100% cotton
	\$2.25	Washcloth - 100% cotton

OPTIONAL ITEMS	PRICE	DESCRIPTION
X. Flashlights	\$7.50	Mini - Rubbermaid
	\$13.25	Minimag or comparable
Y. Magazines/Books		No Offer
Z. Personal Size Mirror	\$3.25	Compact or Travel size

SUPPLEMENTAL OPTIONAL ITEMS

(A) Web Belts	\$7.00	One size fits all
(B) Tents	\$60.00	Sportsman or comparable - 2 man
	\$70.00	Sportsman or comparable - 3 man
(C) Alarm Clock	\$10.00	Windup or batteries
(D) Watch	\$10.00	Plastic or cloth band plain
(E) Postcards	\$0.75	Picture Post Card

PRICE SCHEDULE

PRICE EVALUATION Questionnaire #1

Offeror Name: **NORTHWEST CONTRACTORS**

Note: Reference C-8 Inventory for complete description of items

MANDATORY ITEMS	PRICE	DESCRIPTION
(A) Boot Laces	\$5.50	72" Leather
	\$3.00	72" Nylon
(B) Socks	\$10.00	Fruit of the Loom (FOTL), Jerzee Cotton, 6 pk
	\$12.00	High Country Wool Blend - 2 pk
	\$9.00	Goose Bay Wool Socks - 1 pr
	\$10.00	Women's Hanes/FOTL cotton crew socks - 6 pack
	\$13.00	Head Cushion Sole - 3 pk
(C) Undergarments	\$8.00	FOTL/Hanes Briefs - 3 pk
	\$14.00	FOTL/Hanes Briefs - 6 pk
	\$13.00	FOTL/Hanes Boxers - 3 pk
	\$12.00	FOTL/Hanes Women's Briefs - 6 pk
	\$7.00	FOTL/Hanes Women's Briefs - 3 pk
(D) Neckerchiefs	\$2.75	100% Cotton - single
	\$5.00	100% Cotton - 2 pk
(E) Personal Hygiene Products	\$1.50	Pert Plus/comparable Shampoo - Travel Size
	\$1.50	Conditioner - Travel Size
	\$1.50	Hand Lotion - Travel Size
	\$2.00	Toothbrush Holder
	\$2.00	Soap Holder
	\$1.50	Bar Soap
	\$2.00	Crest/comparable Toothpaste - Travel Size
	\$3.00	Medium Toothbrush
	\$2.50	Deodorant - Travel Size
	\$3.00	Tampax Feminine Napkins - Travel Size
	\$4.00	Razors - 3 pk.
	\$2.50	Gillette/comparable Shaving Cream
	\$6.75	Dr. Scholls Foot Powder
	\$4.75	Shower to Shower or equivalent Bath Powder
	\$1.50	Q-Tips
(F) Boot Insoles	\$9.75	Dr. Scholl's Advantage Worker
	\$3.50	Dr. Scholl's Air Pillow

MANDATORY ITEMS	PRICE	DESCRIPTION
(G) Tobacco Products	\$30.20	COLORADO - Major Brands, All types - Carton
	\$3.50	COLORADO - Major Brands, All types - pack
	\$4.20	COLORADO - Chew (Snuff) Major Brands, all types - 1 can
	\$34.80	MONTANA - Major Brands, all types - carton
	\$3.50	MONTANA - Major Brands, all types - pack
	\$3.80	MONTANA - Chew (Snuff), Major Brands - all types - 1 can
	\$36.00	CALIFORNIA - Major Brands, all types - carton
	\$3.75	CALIFORNIA - Major Brands, all types - pack
	\$6.00	CALIFORNIA - Chew (Snuff) Major Brands - all types - 1 can
	\$40.50	OREGON - Major Brands, all types - carton
	\$4.10	OREGON - Major Brands, all types - pack
	\$5.60	OREGON - Chew (Snuff) Major Brands - all types - 1 can
	\$40.30	ARIZONA - Major Brands, all types - carton
	\$4.25	ARIZONA - Major Brands, all types - pack
	\$4.50	ARIZONA - Chew (Snuff) Major Brands - all types - 1 can
	\$40.00	UTAH - Major Brands, all types - carton
	\$4.20	UTAH - Major Brands, all types - pack
	\$5.00	UTAH - Chew (Snuff) Major Brands - all types - 1 can
	\$42.50	WASHINGTON - Major Brands, all types - carton
	\$4.75	WASHINGTON - Major Brands, all types - pack
	\$7.00	WASHINGTON - Chew (Snuff) Major Brands - all types - 1 can
	\$38.00	IDAHO - Major Brands, all types - carton
	\$4.00	IDAHO - Major Brands, all types - pack
	\$5.00	IDAHO - Chew (Snuff) Major Brands - all types - 1 can
	\$34.50	WYOMING - Major Brands, all types - carton
	\$4.00	WYOMING - Major Brands, all types - pack
	\$5.00	WYOMING - Chew (Snuff) Major Brands - all types - 1 can
	\$37.00	NEW MEXICO - Major Brands, all types - carton
	\$3.85	NEW MEXICO - Major Brands, all types - pack
	\$4.50	NEW MEXICO - Chew (Snuff) Major Brands - all types - 1 can
(H) T-Shirts	\$13.00	FOTL Crew/V-Neck - 3 pk

MANDATORY ITEMS	PRICE	DESCRIPTION
(I) Boots	\$377.00	Whites - 10" Smokejumper
	\$285.00	Hathorn - 10"
	\$305.00	Wesco - 10" Firestormer
(J) Sweatshirts	\$15.00	FOTL/Hanes Crew Neck
	\$25.00	FOTL/Hanes Hooded
(K) Thermal Underwear	\$13.50	FOTL Top & Bottom
	\$16.00	Henly Heavyweight Top & Bottom
OPTIONAL ITEMS	PRICE	DESCRIPTION
A. Logo Items	\$14.00	FOTL/Hanes/Jerzee w/Fire name
B. Rain Gear	\$6.00	Poncho 10 gauge lining
	\$20.00	Rain Coat - Vinyl with inner lining
C. Baseball Caps	\$18.00	Embroidered Caps
D. Stocking Caps	\$5.00	Knit Stocking Caps
E. Sunglasses	\$15.00	Assorted brands, top quality
F. Postage Stamps	\$0.37	
G. Stationary Items		Special Order
H. Boot Grease	\$6.00	Pacard Grease - 6 oz
	\$6.00	Kwik Boot Grease
I. Sweat Pants	\$15.00	FOTL/Hanes/Jerzees elastic waist
J. Hairbrushes/Combs	\$1.00	Comb Plastic
	\$4.00	Goodie Brush
K. Disposable Cigarette Lighters	\$1.50	BIC of equivalent
L. Contact Lens Supplies		Special Order

OPTIONAL ITEMS	PRICE	DESCRIPTION
M. Film	\$12.00	Disposable Camera w/flash - 27 exposure
N. Knit Gloves	\$6.00	Green Liner
	\$14.00	Rag Wool
O. Duffle Bags	\$18.00	Stansport or comparable
P. Batteries	\$2.00	Duracell or comparable
Q. Shower Shoes (Thongs)	\$5.00	Thongs
R. Playing Cards	\$3.25	Hoyle or equivalent
S. Tennis Shoes/Hiking Boots		Special Order
T. Nail Clippers	\$2.50	
U. Suspenders	\$14.00	Wide Logger - red/black
V. Light-Weather Jackets		Special Order
W. Towels/Washcloths	\$2.00	Wash Cloths
	\$5.00	Bath Towel
X. Flashlights	\$16.50	Maglight
	\$13.00	Alarm Clock Travel quartz
Y. Magazines/Books	Free	Wildland Firefighter Magazine and any magazines donated by Goodwill or equivalent
Z. Personal Size Mirror	\$2.00	Goody or comparable

NOTICE TO OFFERORS RFP 49-03-01

Public Law 103-355 establishes new procedures for Federal procurement processes to more closely resemble those commonly used in the commercial marketplace.

This solicitation is being issued as an acquisition for commercial items or services utilizing award procedures under the Federal Acquisition Regulations (FAR), Part 12- Acquisition of Commercial Items and Part 13, Simplified Acquisition Procedures. This procedure is intended to streamline the acquisition process and to minimize burdens and administrative costs for both the Government and Industry. FAR Part 12 provides the Agency with an opportunity to procure services and supplies readily available in the commercial marketplace following simple acquisition regulations utilizing parts of FAR 13.

- (1) The use of the SF-1449 as the cover sheet,
- (2) Streamlined commercial item clauses,
- (3) Changes in the termination clauses, and
- (4) Simplified negotiation methods that eliminate the need for formal, regimented discussion procedures. The concepts outlined in Part 12 were developed to provide the Agency with a simplified way to procure readily available commercial products, while at the same time providing flexibility in acquiring "best value."

This is a Request for Proposals in accordance with FAR Part 13. Proposals shall be submitted in accordance with Section K Instructions to Offerors--Commercial Items.

Prices for option years shall be adjusted for any increases/decreases in costs per the Economic Price Adjustment clause in Section G and SECTION I.

Proposals shall be submitted and addressed to:

FRANK GOMEZ
USDA-Forest Service Contracting
National Interagency Fire Center
3833 S Development Ave
Boise, ID 83705-5354

Offerors having questions on this procurement may direct them to the Contracting Officer:

FRANK GOMEZ
208/387-5347

THE SCHEDULE

SECTION A - SUPPLIES OR SERVICES

PRICING - MOBILE COMMISSARY SERVICES

AVAILABILITY PERIOD: From 4/15 through 10/20

Item No	Supplies/Services	Unit	Unit Price
1.	MILEAGE RATE (See Section G)	PER MILE	\$_____
2.	CANCELLATION FEE (See Section G)	PER DAY	\$_____
3.	DAILY AVAILABILITY (See Section G)	*PER DAY	\$ <u>300.00</u>

The fees above shall apply to each mobile commissary unit awarded under this contract. These prices shall be fixed price and mileage rates are subject to the Economic Price Adjustment clause in accordance with Section I of this contract upon renewal.

Prices for commissary inventory items will be established at the time of contract award and are subject to the Economic Price Adjustment clause in accordance with Section I of this contract.

* Daily availability is not subject to an EPA adjustment see section I

PRIMARY GEOGRAPHIC AREA OF PERFORMANCE

Contractor Mobile Commissary Units shall be located at a designated location within the Geographic boundaries within parts of the states as listed on the map in Section J. Any locations offered outside of the Geographic Areas may be rejected. **Our intent is to award a sufficient number of Commissary Units throughout the areas listed on the Map** encompassing USFS Regions 1, 4, 5 & 6.

TOTAL NUMBER AND LOCATION OF COMPLETE COMMISSARY UNITS**OFFERED:**

(This page may be duplicated as needed)

	Unit Number	Designated Location of the Unit (address)	*Awarded
1)	_____	_____	
2)	_____	_____	
3)	_____	_____	
4)	_____	_____	
5)	_____	_____	
6)	_____	_____	
7)	_____	_____	

The units awarded and locations accepted by the Government will be inserted at time of award.

The Government will determine the total number of units located in any one location.

SECTION B

B.1 Contract Terms and Conditions-Commercial Items. (FAR 52.212-4) (Feb 2002)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common

carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (1) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (2) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by

Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(3) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have

resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this

clause.

- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

B.2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items.(FAR 52.212-5) (May 2002)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755).
 - (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☐ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).
- ☒ (19) (i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli

Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

___ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment

(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels

(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF CONTRACT

- (1) This is a Call When Needed contract to provide mobile commissary services for selling personal products (mandatory and optional products) to fire personnel at remote locations. The Contractor shall furnish all mobile facilities, equipment, personnel, supervision, transportation, security and management for a complete commissary operation. The commissary shall supply an inventory of the mandatory items for sale at all times. The commissary may also include approved optional items to be made available for sale at the Contractor's discretion, however must be approved by the Finance Section Chief.
- (2) The Government DOES NOT GUARANTEE the placement of any orders for services under this contract and reserves the right to provide Government operated commissary services. However, Contractors are assured that the Government shall limit the ordering of mobile commissary services to those Operators awarded contract(s) within the ordering parameters in the contract. **The Contractor is not obligated to accept any orders against this contract.** However, once the Contractor accepts a dispatch, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.
- (3) The Forest Service has interagency and cooperative agreements with other Federal and State agencies and commissary units may be dispatched under this contract for such cooperative use on an optional basis.
- (4) A sufficient number of Units will be awarded to Offerors within the Geographic Boundaries of Forest Service Regions 1, 4, 5, and 6. Our intention is to distribute commissary vendors throughout the respective geographic areas. The Government will determine the total number of units located in any one location.

C.2 AVAILABILITY PERIOD

- (1) All units awarded under this contract shall be exclusively available during the "Availability Period" as stated in Section A, the Schedule, to meet the needs of the Agency and its cooperators.
- (2) During the Availability Period, all units awarded under contract shall be stocked and ready for immediate dispatch from the designated location specified in Section A. Mobile commissary units shall return to the designated location upon release from a fire incident unless they are immediately reassigned via a Resource Order or otherwise approved in writing.

C.3 SERVICE LOCATION - The exact locations where services are to be performed will be determined at the time the commissary unit is ordered (dispatched).

C.4 LOCATION OF COMMISSARY UNITS-Offerors are encouraged to distribute commissary units throughout the Geographic area and will require the Units to be physically located in those areas as specified by the offerors during the availability period, fully stocked and ready to respond.

C.5 ORDERING PROCEDURES

(1) RESOURCE ORDERS - One complete mobile commissary unit as specified herein and described in your proposal shall be provided for each order. The number of total units available for dispatch is defined in Section A, The Schedule, of this contract. Orders shall be placed for mobile commissary services with the Contractor whose unit is located closest to the incident, regardless of Geographic Area boundaries as determined by a mileage calculation software program or other mileage calculation documentation method, provided that:

- (A) The unit is located at the designated location specified in the contract; or,
- (B) The unit is located at an incident and is reassigned; or,
- (C) Units co-Located at a designated location will be dispatched on an alternate schedule after initial dispatch for each unit. The intent is to provide equal opportunities to each Unit in the same general area. The factor used for initial dispatch will be the rate bid for mileage as stated on the Schedule of Items. If only one dispatch is made during the current year and a co-located Unit did not have the opportunity to be dispatched, it will be the Unit first dispatched on the following year.

(2) PERSONS AUTHORIZED TO PLACE ORDERS - The National Interagency Coordination Center (NICC) in Boise, Idaho, will coordinate and dispatch all mobile commissary services under this Contract.

(3) ORDERING INFORMATION - The following information shall be furnished to the Contractor when dispatched:

- (A) A copy of the resource order and the resource order number.
Confirmation of assigned Unit Number and location of the unit being dispatched.
- (B) Estimated number of personnel at the incident.

- (C) Location of, and directions to the incident, and any known road conditions and/or safety information related to access to the camp. At times, a designated site where the Contractor can meet a Government representative for escort may be given.
- (D) The agreed time of arrival (must be able to arrive at an incident within 24 hours from dispatch).
- (E) The name and phone number of the Finance Section Chief or another point of contact at the incident.
- (F) Name, title, and phone number of person placing the order.
- (G) Anticipated duration of incident.

(4) ADDITIONAL UNITS - If more than one complete mobile commissary unit is requested by the Government to service needs at the same camp or to serve a remote (spike) camp, the Contractor on site will be given the first option to supply the additional unit if one is available and under contract and is determined to be best value by the Finance Section Chief.

(5) DEMOBILIZATION - Once the incident has begun to demobilize, the Contractor is not obligated to stay after the number of incident personnel falls below 100. The Contractor must inform the Finance Section Chief of its request to be officially released from the fire.

C.6 OPERATING PLAN

At the time of arrival at the incident, the Contractor shall provide the Finance Chief, or Government Commissary Manager, a written operating plan including, but not limited to the elements identified herein. This plan shall be reviewed and approved by the Finance Section Chief before initiating mobile commissary operations. (See Contract Commissary Operating Plan in Section J.)

- (1) Inventory/Price List approved at time of award by the Contracting Officer.
- (2) Specific hours of operation in accordance with this contract.
- (3) Specific time when Commissary Issue Records, form NFS 2180, are to be submitted (see section J).
- (4) Established control method for identification of OF-288's (Emergency Firefighter Time Report) issued at the incident.
- (5) Access to Incident Action Plan.
- (6) Identification of Commissary Contractor employees; by name and job title.
- (7) Logo wording and design. Design to be initiated by the Contractor and approved by the Finance Section Chief.
- (8) Procedures for demobilization of incident personnel.

- (9) Other items pertinent to the specific incident (such as special precautions due to the presence of inmates at the incident.)
- (10) Assure that Commissary employees have access to and have reviewed this contract.
- (11) Completion of the Contract Commissary Evaluation after each incident or when the Incident Command System transitions out.

C.7 OPERATING REQUIREMENTS

- (1) The Contractor shall have a copy of the contract and the most current approved contract price list available for use at the fire camp with each unit assigned. Price list shall be approved at time of award and will be subject to adjustment at renewal periods. Prices shall be fixed during the current contract period and shall be in accordance with the award and or renewal pricing scheme.
- (2) Once sales have commenced, the commissary operating hours at the base fire camp shall provide a minimum of 10 hours of service per day between the hours of 0400 to 2200 hours or as otherwise agreed to and approved in the written operating plan. Hours over and above the minimum may be provided by mutual agreement between the Contractor and Finance Section Chief.
- (3) The Contractor shall have on site only those persons necessary to conduct commissary operations. Employees shall be a minimum of 16 years of age.

C.8 INVENTORY - Each mobile commissary unit shall supply an inventory of the mandatory items for sale at all times. At the Contractor's discretion, the approved optional items listed herein may also be provided.

(1) MANDATORY INVENTORY ITEMS FOR MEN AND WOMEN (As applicable)

- (A) Boot laces, 72" minimum, leather
- (B) Socks, tube, cotton or cotton blend, and wool blend
- (C) Undergarments
- (D) Neckerchiefs, 100% cotton, bandana style
- (E) Personal hygiene products (shampoo, conditioner, shaving cream, toothpaste, toothbrush, deodorant, hand lotion, razors, etc.) Small travel sizes are preferable.
- (F) Boot insoles – Variety of sizes
- (G) Tobacco products required, but not limited to, regular and filtered, menthol, regular size and king size cigarettes; chewing tobacco, snuff and pipe tobacco

- (H) T-shirts, cotton and/or cotton blend, V and crew-neck
- (I) Boots, non-skid soles, 8" minimum tops (top of heel to top of boot), non-steel toe, high quality leather, lace up, NFPA 1977 compliant
- (J) Sweatshirts, crew and hooded
- (K) Thermal underwear, tops and bottoms

(2) OPTIONAL INVENTORY (Vendors should limit their inventory to items listed herein, however other optional items may be provided if approved by the Finance Section Chief.

- (A) Logo Items
- (B) Rain gear
- (C) Baseball caps
- (D) Stocking caps
- (E) Sunglasses
- (F) Postage stamps
- (G) Stationery items
- (H) Boot grease
- (I) Sweat pants
- (J) Hairbrushes/combs
- (K) Disposable cigarette lighters
- (L) Contact lens supplies
- (M) Film
- (N) Knit gloves
- (O) Duffel bags
- (P) Batteries
- (Q) Thongs
- (R) Playing cards
- (S) Tennis shoes or lightweight hiking boots
- (T) Nail clippers
- (U) Suspenders
- (V) Light weather jackets
- (W) Towels/wash cloths
- (X) Flashlights
- (Y) Magazine/Books
- (Z) Personal size mirrors

(3) PRODUCT REQUIREMENTS - Each commissary unit shall be stocked in the normal range of clothing sizes, small through extra large. Products supplied shall be those established at the time of contract award during the duration of this contract.

(4) PROHIBITED ITEMS

- (A) Alcoholic beverages
- (B) Weapons (guns, knives, and the like)
- (C) All medicines, patent or otherwise

(5) SPECIAL ORDERS - The Contractor shall make a reasonable effort to provide special order items upon request by the Finance Section Chief. Special order boots should be supplied within 48 hours. Approval of special order items shall be in writing and include proper cost data and basis for price reasonableness. An information copy of the documentation shall be forwarded to the Contracting Officer by the Finance Section Chief and/or Government Commissary Officer. Special order items shall be properly documented and paid for in advance.

- (A) Prices shall
 - (1) Be rounded to the nearest 5 cents.
 - (2) Be established based on Contractor's cost of the item plus overhead and profit. The cost breakdown shall be shown and supported in the documentation justifying price reasonableness. Overhead and profit rates shall be no greater than those established at the time of contract award.

Overhead and profit rates are considered confidential information. Finance Section Chiefs should verify the mark-up rates with the Contracting Officer.

C.9 COMMISSARY TRANSACTIONS**(1) CASH TRANSACTIONS**

- (A) All individuals assigned to or associated with the incident may purchase commissary items with cash. The Contractor shall be responsible for cash transactions. Credit cards, if accepted by the Contractor, are considered cash transactions.
- (B) Military Personnel - Other than National Guard, military personnel will receive commissary items through cash transactions only.
- (C) National mobile food personnel and/or other Contract personnel may purchase with cash only.

(2) NON-CASH TRANSACTIONS

All non-cash transactions (where deductions are taken against employee's salary check) shall be documented on the Government-furnished Commissary Issue Record or Contractor-provided form approved in writing by the Contracting Officer. Items will be listed by quantity, descriptive name, unit price, and total value. Employees will sign **(legibly)** for the purchase on the Commissary Issue Record. The Contractor shall separate the forms by each fire crew, camp overhead, National Guard, and Other Contractor personnel. The completed Commissary Issue Records shall be consecutively numbered and submitted as set forth in the operating plan. The Commissary Operator is responsible for the accuracy and legibility of the basic information provided by the Purchaser at the time of purchase; questionable transactions may risk non-payment of the item(s) sold.

The following persons may conduct non-cash transactions for commissary items:

- (A) Personnel with an OF-288, Emergency Firefighter Time Report form, which has been issued at the time of sign-up.
- (B) Personnel provided under interagency agreement and approved by the Finance Section Chief.
- (C) Any other personnel approved by the Finance Section Chief.

C.10 PRICING OF INVENTORY ITEMS SUBSTITUTIONS

Brand name items shall be sold to incident personnel at the established prices on the Contractors Price List, which has been approved by the Contracting Officer. The quality and brand name, as shown on the price list shall be supplied unless a brand-name substitution is authorized by the Finance Section Chief. These substitutions shall be kept to a minimum and shall not equate to large numbers of products being negotiated at each fire. Brand-name substitution approvals by the Finance Section Chief shall be valid for only that fire incident. Approvals of item substitutions shall be in writing and include proper cost data and basis for price reasonableness. An information copy of the documentation shall be forwarded to the Contracting Officer by the Finance Section Chief or Government Commissary Manager. Permanent product or brand-name substitutions shall be requested, negotiated, and approved only by the Contracting Officer or Administrative Contracting Officer if so delegated. Substitutions if approved will be the exception rather than the rule.

The Contractor may at anytime offer items for sale at prices lower than the established price list.

C.11 EQUIPMENT –

Contractor equipment shall be able to operate on the roads accessible by 4X2 pickups.

C.12 SECURITY

The Contractor will be responsible for the Security of all aspects of the commissary unit/operations.

C.13 COMMISSARY ISSUE RECORDS

Commissary Contractors may use NFES 2180 "Commissary Issue Records", 3/00, while conducting business at Fire Camps. Contractors may order the forms upon arrival to the fire or may choose to purchase the forms in advance from the Cache in Boise, Idaho. Forms can be ordered by faxing an order to FAX # 208-387-5573, asking for Order Form #284B – "Commissary Issue Record."

If the Contractor chooses to purchase the forms in advance, the cost of the forms will be reimbursed on the initial payment invoice. Estimated cost of the forms are **\$10.28 @ 100 each. (Current 2002 prices)** Receipts will be submitted for the costs of the forms for reimbursement.

SECTION D

- D.1 PRODUCT PRICE TAGS** - Product prices shall be clearly marked and visible in each mobile commissary unit.
- D.2 COMMISSARY UNIT NUMBERS** - Each mobile commissary unit, including all peripheral equipment making up each commissary unit, shall be identified with a commissary unit number as identified in Section A, The Schedule, of the contract.

SECTION E

E.1 INSPECTION OF EQUIPMENT

Each year, prior to or during use of mobile commissary units, the Government may conduct random inspections of Contractor's equipment and facilities for compliance with the contract specifications. The Units may be inspected at the locations designated by the Contractor in Section A.

SECTION F

F.1 CONTRACT PERIOD

The contract period shall extend for one calendar year from the date of award. The effective date of Renewal Periods will be January 27 to January 26 of the following year. However, at the option of the Government, the contract may be renewed for **additional one year periods, not to exceed four renewal periods** provided the Contracting Officer serves notice of intent to renew at least 60 days prior to contract expiration. The renewal will be with the same terms and conditions except that any renewal is subject to the provisions of Section I, Economic Price Adjustment.

F.2 LOCATIONS

- (1) Mobile commissary units will be located at the designated location(s) as specified in the contract schedule during the availability period. Mobile commissary Units shall return to the designated location(s) upon release from a fire incident unless otherwise approved in writing by the Contracting Officer.
- (2) The exact locations where services are to be performed will be determined at the time that the Mobile Commissary Unit is ordered (dispatched).

SECTION G

G.1 GOVERNMENT REPRESENTATIVES

The Finance Section Chief will be the Contracting Officer's Representative (COR). The COR shall be the point of contact at the Incident. An Inspector (Government Commissary Manager) may also be designated. See Section J for Contract representative designations and limits of authority.

G.2 MEASUREMENT AND PAYMENT

(1) MILEAGE RATES, CANCELLATION FEES & DAILY AVAILABILITY.

- (a) Mileage rates will be paid (actual miles traveled) for each mobile commissary unit ordered and delivered to the incident under an assigned resource order number. Full payment also will be made for more than one unit, and/or remote (spike) camp units that are ordered fully equipped and serviced. Only actual mileage incurred shall be paid at the rate per mile in Section A, The Schedule, of the Contract. Payment will not be made for mobile commissary units that are voluntarily taken to the incident.
- (b) In the event an order is canceled before beginning performance of an incident, the Contractor shall be paid a cancellation fee. In this case, invoices for the cancellation fee shall be sent to the Contracting Officer for approval. Reassignments en route are not subject to payment of cancellation fees, but will be subject to actual payment for mileage at the mileage rates in Section A, The Schedule, of the Contract.
- (c) A fixed Daily Availability rate will be paid for each commissary unit assigned to an incident. Daily fee will be paid as follows:
 - Arrival before noon - full day of availability is paid, arrival after noon ½ day of availability is paid.
 - Released before noon-1/2 day of availability is paid, released after noon full day of availability will be paid.
- (d) Spike Camps – A Daily Availability rate and mileage will be paid to the vendor for units less than fully equipped as follows:
 - (i) The Government will determine “Best Value” when ordering commissary services for spike camps. The Government shall determine and document the extent of services to be provided daily or overnight or order additional units in accordance with C.5 ORDERING PROCEDURES. The intent herein is to provide short-term commissary needs to an incident spike camp. If a long term commissary requirement is needed, order services in accordance with C.5.

(ii) Deliveries on a daily basis to spike camp from a base unit will be paid half of the daily availability rate per day plus actual mileage to and from base camp. The daily availability fee will be paid only once per day.

(iii) Deliveries on a daily basis from the base camp requiring an overnight stay at spike camps will be paid the full daily availability rate plus actual mileage.

(e) Moving of Commissary Unit
Once unit is established, remobilization/reset-up of Unit will activate a fee equal to ½ of the Daily Availability.

(2) REIMBURSEMENT FOR NONCASH TRANSACTIONS OF INVENTORY SALES

(a) The Contractor will be reimbursed for the sale price, including any applicable state sales/use/privilege tax, of inventory items sold to the personnel on a noncash basis.

(b) Request for reimbursement shall be supported by Commissary Issue Records.

(c) No reimbursement will be made for sales to personnel not authorized to conduct noncash transactions.

(3) PAYMENTS PROCESSING - Payments will be processed every two weeks, or more frequently for larger incidents, if deemed necessary by the Finance Section Chief.

(4) TOBACCO PRODUCTS – Due to volatile tobacco market conditions, Contractors will be entitled to a price adjustment in tobacco products based on cost of product and a markup not greater than specified in respective Schedule of Items by vendor or if not listed markup not to exceed 17%. Purchase invoices for the recent purchase cost of tobacco products will be required and submitted with your invoice for payment if requesting more than the Schedule of Item price.

G.3 INVOICES

Copies of the invoices shall be signed by the Contractor and approved by the Finance Section Chief. Finance section chief shall sign legibly and include home Unit phone number on the invoice. Copies of the invoices will be disbursed as follows:

(1) Original - The Contractor shall submit the original invoice to:

**USDA-Forest Service, Boise National Forest
Fiscal & Accounting
1249 S Vinnell Way
Boise, ID 83709-1684**

- (2) Duplicate Copies - The Contractor shall give a duplicate copy of the invoice to the Finance Section Chief.
- (3) Payment will be made upon receipt of proper invoices and in accordance with the Payments under FAR Clause 52.212-4.

G.4 GOVERNMENT FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" FAR clause contained elsewhere in this contract.

- (1) To be furnished at time of prework conference:
 - (a) Contract Commissary Issue Records, NFES 2180
 - (b) To be furnished on site: A site for the Contractor's commissary, sleeping area, and vehicles.

G.5 USE OF PREMISES

The Contractor is responsible for providing a self-sufficient operation. However, Incident camp operations may have camp services and facilities available for the Contractor's use at no cost. Normally, camp services and facilities, if available, will include:

- (1) Power (generator, fuel, propane)
- (2) Garbage services,
- (3) Meals,
- (4) Showers, and
- (5) Use of copy machines

If available, the Government will provide access to telephones (Contractor will be responsible for all long-distance charges). At times, it may be necessary to limit the availability of some services or facilities.

SECTION H

H.1 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful Offeror is required. It will be scheduled within 30 days after the date of contract award. The conference will be held at the National Interagency Fire Center, Boise, Idaho or at a place agreed to between the Contractor and the Contracting Officer.

H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all material delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

SECTION I

I.1 ECONOMIC PRICE ADJUSTMENT

Contract rates applicable to each renewal contract period will be established in accordance with the following to reflect increases or decreases in the cost of the contract work. The CPI table used will be for period December to December. The adjustments used in establishing the revised rates will be as follows:

- (1) The mandatory and optional product prices shall be adjusted annually using the Consumer Price Index (CPI-U) - Commodity and Service Group - All Items; calculated as follows:

Actual CPI-U Percent Change X 100% of last adjusted price

Smoking and Tobacco products from the mandatory list will be adjusted using the CPI-U for "Tobacco and Smoking Products" independent of the above.

Actual CPI-U Percent Change X 100% of last adjusted price

- (2) The "Mileage Rate" for the Mobile Commissary Unit, including all peripheral equipment making up the Mobile Commissary Unit, shall be adjusted using the Consumer Price Index (CPI-U) - Expenditure Category - Motor Fuel, Gasoline, and Maintenance and Repairs for the year immediately preceding the renewal and calculated as follows:

Average Percent Change X 100% of last adjusted rate

- (3) The Daily Availability rate is a fixed rate; it is not intended to compensate an operator, dollar for dollar for its labor expenses. The rate was established using a rate of \$13.00 per hour times 10 hours for two people. The average wage is approximately \$10.00 per hour. This fixed rate will be reviewed after the second year.
- (4) The cancellation fee is not subject to adjustments and will be fixed during the course of this contract including renewals.

I.2 ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (APR 1998)

- (1). (i) **PAYMENT**--is changed to delete the reference to FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. Payment by electronic transfer under Vendor Express is required under this contract. Within 30 days of Contract award the Contractor shall contact the National Finance Center (NFC), Miscellaneous Payments Section, located in New Orleans, Louisiana, at telephone number 1-800-421-0323. Upon notification, NFC will forward an enrollment package that will include form NFC-1107 with an assigned nine-digit vendor identification number. The package shall include all necessary instructions. Questions or problems should be referred to the Contracting Officer.

SECTION J

- J.1 WAGE DETERMINATION**
- J.2 VICINITY MAP (GEOGRAPHICAL AREAS-INCLUDES FOREST SERVICE REGIONS 1, 4, 5, & 6)**
- J.3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**
- J.4 DESIGNATION OF GOVERNMENT INSPECTOR/COMMISSARY MANAGER**
- J.5 COMMISSARY ISSUE RECORD**
- J.6 CONTRACT COMMISSARY OPERATING PLAN**
- J.7 CONTRACT COMMISSARY EVALUATION**
- J.8 NATIONAL MOBILE COMMISSARY SERVICES PAYMENT INVOICES**

J.1 WAGE DETERMINATION INFORMATION - COMMISSARY OPERATIONS

This solicitation includes the Department of Labor (DOL) wage determinations specified below, the following information has been extracted from the wage determinations listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. If an occupation is not listed herein, the entire wage determination may be requested from the issuing office at the telephone numbers indicated herein. This information should be considered when submitting an offer. The DOL wage determinations listed below may be included in their entirety in any awarded contract resulting from this solicitation.

DOL WAGE DETERMINATION NO. 95-0221, REVISION #10, DATED 10/03/2002

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont.

- | | |
|---|---------|
| 1. Stock Clerk (Shelf Stocker; Store Worker II) | \$10.36 |
| 2. Truck driver, Medium | \$15.29 |

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia.

- | | |
|---|---------|
| 1. Stock Clerk (Shelf Stocker; Store Worker II) | \$10.07 |
| 2. Truck driver, Medium | \$13.57 |

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin.

- | | |
|---|---------|
| 1. Stock Clerk (Shelf Stocker; Store Worker II) | \$10.51 |
| 2. Truck driver, Medium | \$14.91 |

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming.

- | | |
|---|---------|
| 1. Stock Clerk (Shelf Stocker; Store Worker II) | \$10.65 |
| 2. Truck driver, Medium | \$14.04 |

FRINGE BENEFITS REQUIRED FOR THE OCCUPATION SHOWN ABOVE

*Health & Welfare: \$2.15 per hour or \$86.00 per week or \$372.67 per month.

*Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

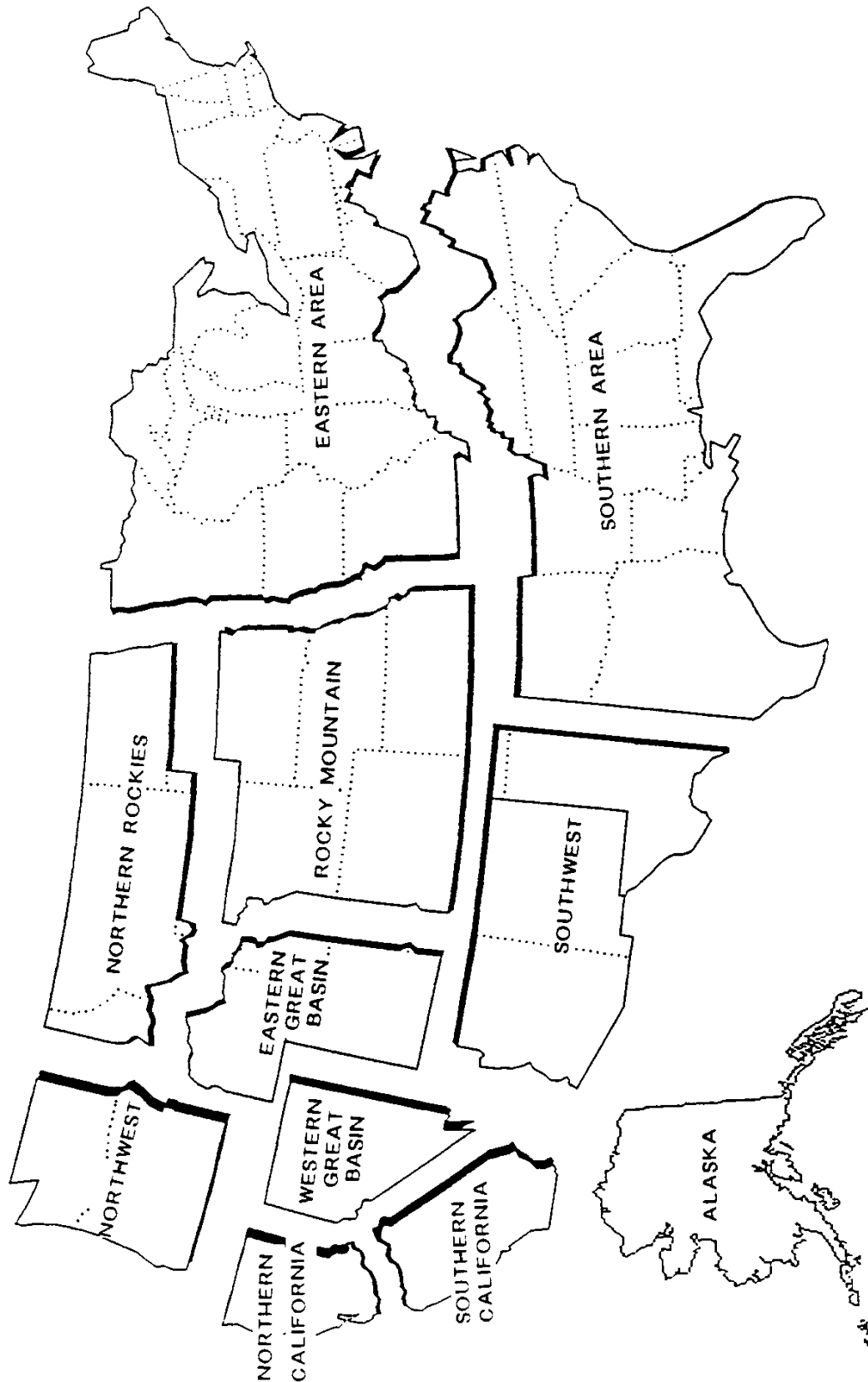
*Holidays: A minimum of 10 paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and

Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

CONFORMANCE PROCESS FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

To receive the wage determinations in their entirety, please contact the issuing office at 208-387-5665 or submit a written facsimile request to 208-387-5384

J.2 VICINITY MAP (GEOGRAPHICAL AREAS)

J.3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO.	FILE CODE 6320
	UNIT: MOBILE COMMISSARY SERVICES	
TO: FINANCE SECTION CHIEF	PROJECT:	

You are hereby designated as the Contracting Officer's Representative (Finance Section Chief) on the above contract. Your major duties and responsibilities are outlined below and are also contained in the Handbook of Contract Administration.

1. You are NOT delegated the authority for the actions listed below; they are reserved for the Contracting Officer:

1. Negotiate and approve Change Orders and Modifications to the Contract.
2. Take action to terminate the contract for default or cause.
3. Approve Assignment of Claims.
4. Make final decisions under the Disputes clause.
5. Negotiate or approve permanent brand-name product changes.

You are delegated full authority to require contract compliance under the contract and the following major duties and responsibilities:

1. Assure Commissary Services for the Incident are being provided by National Contract Commissary Contractors.
2. Review and approve any logos proposed by the Contractor for products sold, in advance of those products being sold.
3. If needed, designate a qualified Commissary Manager as an Inspector to assist you in administering the contract (see Inspector Designations). When an inspector is not assigned, assure those duties are performed.
4. Resolve differences or disputes prior to departing an Incident. If resolution cannot be obtained, contact the Contracting Officer immediately.
5. Assure that Contract Daily Diaries are maintained and that a Contractor Performance Evaluation is completed and forwarded to the Contracting Officer prior to departing an Incident.
6. Verify charges and approve invoices for payment.
7. Negotiate and approve product substitutions and special orders only. Forward the appropriate documentation on price reasonableness, per the contract, directly to the Contracting Officer immediately.
8. Review and approve the Commissary Operating Plan
9. Designate and approve the Mobile Commissary Unit(s) site location.

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
--	-----------	------

CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

J.4 DESIGNATION OF GOVERNMENT INSPECTOR/COMMISSARY MANAGER

DESIGNATION OF INSPECTOR (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO.	FILE CODE 6320
	UNIT: MOBILE COMMISSARY SERVICES	
TO: GOVERNMENT COMMISSARY MANAGER	PROJECT:	

You are hereby designated as the Inspector (Government Commissary Manager), to assist the Finance Section Chief (COR), in the administration of the above contract. Your major duties and responsibilities are outlined below:

1. You are delegated authority to perform the following major duties and responsibilities as determined by the Finance Section Chief (COR):
 1. Assist the COR (Finance Section Chief) with contract administration duties, report non-compliance with contract requirements, including labor standards or other areas of difficulty
 2. Complete Unit Log as a narrative report on Commissary Activities for the day and submit to Finance Section Chief for inclusion in Contract File. A copy of the Unit Log shall also be forwarded to the Contracting Officer.
 3. Ensure Commissary accountability and provide that information from the OF-287 is posted on a daily basis. Coordinate with personnel time-keepers and Finance Section Chief to assure that this is accomplished in order that proper and timely documentation is made for deductions from employee pay.
 4. Assist Finance Section Chief with preparation of Contractor Evaluation prior to departing an incident.
2. You are NOT delegated the authority to perform any other actions designated to the Finance Section Chief. The actions listed below are reserved for the Contracting Officer:
 1. Negotiate and approve Change Orders and Modifications to the Contract.
 2. Take action to terminate the contract for default or cause.
 3. Approve Assignment of Claims.
 4. Make final decisions under the Disputes clause.
 5. Negotiate or approve permanent brand-name product changes.

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
--	-----------	------

CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

RFP 49-98-02

J.5 CONTRACTOR COMMISARY ISSUE RECORD

Section J

COMMISSARY ISSUE RECORD (Test Form 6/93)

Crew Name: _____

Date: _____ AM/PM Sheet ____ of ____

INCIDENT NAME: _____ INCIDENT LOCATION: _____ INCIDENT CHARGE (P#): _____

COMMODITY	Boots & Shoes	Socks	Clothing	Toiletries	Tobacco products	Misc. Items	Sub Total	State Tax	Total Charges	Purchaser's Name & Signature	Firefighter Timesheet Number From OF-288	Agency Use*
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
COLUMN TOTALS												

* Initial when charges are posted.
 ☆ U.S. GPO:1994-592-591

NFES 2180

Original

J.6 CONTRACT COMMISSARY OPERATING PLAN

Contractor _____ Contract No. _____

Date _____ Incident Name _____ Number _____

Resource Order Number _____ Management Code _____

Government Personnel:

Contracting Officer's Representative (COR): _____

Commissary Manager (Designated Inspector) _____

Contractor Personnel: (Names and job titles of employees):

Hours of Operation: _____ (0500 to 2200 unless otherwise agreed to).

The commissary may stay open for longer hours as business necessitates, with concurrence of COR.

Contract Commissary Issue Records will be turned in twice daily, after shifts end. These will be turned in by _____ (a.m. or p.m.) following night shift, and by _____ (a.m. or p.m.) following day shift.

ITEMS OF DISCUSSION:**Discussed****YES/NO****ITEMS OF DISCUSSION**

- | | |
|-------|---|
| _____ | 1. Commissary site location |
| _____ | 2. Use of Premises |
| _____ | 3. Control method for identification of firefighter |
| _____ | 4. Incident Action Plan |
| _____ | 5. Price List, Inventory items |
| _____ | 6. Logo approval (wording and design) |
| _____ | 7. Demobilization procedures |
| _____ | 8. Additional Items |

Remarks:

(Signed) Contracting Officer's Representative_____
(Signed) Contractor's Representative

J.7 CONTRACT COMMISSARY EVALUATION

Contractor _____ Contract No. _____

Date _____ Incident Name _____ Incident Number _____

Resource Order Number _____ Management Code _____

Region _____ Forest _____

YES NO

- | | | | |
|-------|-------|-----|--|
| _____ | _____ | 1. | Did Contractor arrive within the designated time frame? |
| _____ | _____ | 2. | Were mandatory items in the stock? |
| _____ | _____ | 3. | Did Contractor have enough employees to meet workload? |
| _____ | _____ | 4. | Did the Contractor sell or stock any prohibited items? |
| _____ | _____ | 5. | Did the Contractor pay employees the appropriate rates? |
| _____ | _____ | 6. | Were there any price changes to the established price list? (If "Yes," please make notes in the remarks space. List those items and the prices at which they were sold.) |
| _____ | _____ | 7. | Was a complete operating plan established prior to the start of operations? |
| _____ | _____ | 8. | Did the Contractor meet specified hours of operation? |
| _____ | _____ | 9. | Were the products sold of high quality? |
| _____ | _____ | 10. | Was the required paperwork accurate and submitted in a timely manner?
Invoices?
Cash Summaries?
Legible, accurate, and complete? |
| _____ | _____ | 11. | Was the Contractor able to re-stock to meet demands? |
| _____ | _____ | 12. | Was prior approval given for the sale of "logo" items? |
| _____ | _____ | 13. | Were there any complaints from clients? If so, please list: |

- _____ 14. **Additional Remarks:** Please use this space to elaborate or comment on any of the above questions, complete on reverse side, if necessary.

Signature

Position

Date

J.8 NATIONAL MOBILE COMMISSARY SERVICES PAYMENT INVOICE

CONTRACTOR (Name and Address)				TYPE OF SERVICE: NATIONAL MOBILE COMMISSARY SERVICES			
				ADMINISTRATING OFFICE FOR PAYMENT: USDA-FS BOISE NATIONAL FOREST FISCAL and ACCOUNTING 1249 S VINNELL WAY BOISE, ID 83709-1684			
INCIDENT OR PROJECT NAME				FOREST SERVICE CONTRACT NO. 53-024B-		RESOURCE ORDER NUMBER:	
POINT OF HIRE AND RELEASE IS THE INCIDENT (For Purposes Of Paying Availability:)				DATE AND TIME OF ARRIVAL AT INCIDENT Date _____ Time _____ (See measurement and payment clause)		DATE AND TIME OF RELEASE FROM INCIDENT: Date _____ Time _____ (See measurement and payment clause)	
THE RATES ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY THE CONTRACTOR; See exceptions under Government Furnished Property and use of premise clause in contract.				OPERATOR(s) FURNISHED BY: CONTRACTOR			

YEAR		DAILY AVAILABILITY / MILEAGE			NONCASH SALES AMOUNT	TOTAL SALES AMOUNT
MONTH	DAY	UNITS WORKED	RATE	AMOUNT		
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$

CHARGE CODE	GROSS AMOUNT DUE	\$
REMARKS	SUBTOTAL () FROM PREVIOUS PAGE	\$
	TOTAL AMOUNT DUE	\$
	DEDUCTIONS (Attach statement)	\$
	ADDITIONS (Attach statement)	\$
	NET AMOUNT DUE	\$

NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS."

CONTRACTOR (Agents) SIGNATURE	DATE	FINANCE SECTION CHIEF SIGNATURE	DATE

PRINT NAME AND TITLE	PRINT NAME AND TITLE

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND INSTRUCTIONS

K.1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

K.2 EVALUATIONS – COMMERCIAL ITEMS

K.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND INSTRUCTIONS

K.1 Instructions to Offerors-Commercial Items. (FAR 52.212-1) (Oct 2000) (TAILORED)

- (a) **Proposal Preparation Instructions.** Each Offeror must submit information identified under Submission of Offers. When evaluating an Offeror's capability to perform the prospective contract, the Government will consider how well the Offeror complied with these instructions. The Government will consider an Offeror's noncompliance with these instructions to be indicative of the type of conduct that it may expect from the Offeror during contract performance.
- (b) **North American Industry Classification System (NAICS) code and small business size standard.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (c) **Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) **Submission of offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. Offers should be submitted as an Original and as a minimum, offers must show-
 - (1) SF-1449, completing blocks identified at the top of the form including Offeror's name and address with vendors signature.
 - (2) Completed Section A – SCHEDULE OF SUPPLIES/SERVICES
 - (3) Acknowledgment of Solicitation Amendments (if any);
 - (4) Complete Section K – FAR 52.212-3, Offeror Representations and Certifications – Commercial Items.
 - (5) Completed questionnaire #1 on price information of mandatory/optional items, questionnaire #2 Offeror's Organizational Capability, which contains information that pertains to the Offerors' organizational experience and past performance references. Questionnaire #3 Offeror's written proposal identifying overall business functions of the operation including, but not limited to organizational management, product inventory i.e. quality and brand names of the product, physical description and characteristics of

Commissary units being provided.

- (e) **Addition Information.** If requested by the Contracting Officer, the Offeror may be required to provide information on the financial condition of the organization. This may be in the form of financial statements (e.g. Balance Sheet, Profit and Loss Statement and other documentation to clearly explain the Offeror's current financial strength).
- (f) **Contract award.** The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (g) **Data Universal Numbering System (DUNS) Number.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

K-2 Evaluation - Commercial Items. (FAR 52.212-2) (Jan 1999) (TAILORED)

- (a) **Overall Basis for Award.** The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offers conforms to this solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Acceptability – The Government will determine the acceptability of each offer on a pass or fail basis. An offer is acceptable when it manifests the Offeror's assent, without exception to the terms and conditions of the solicitation, including all attachments. If the Offeror takes exception to any of the terms and conditions of the solicitation, then the Government will consider its offer to be unacceptable. The Government reserves the right to change the terms and conditions of the solicitation by amendment at any time prior to the award decision.

(2) Price – Evaluated Price - The Government will evaluate the reasonableness of the prices included in Section A – Schedule of Supplies/Services and questionnaire #1 of each offer in relation to the Offerors' relative capability (See Award Decision below). The evaluation will be based on analysis of the competitiveness and reasonableness of the rates and consideration offered. Offerors are cautioned that the degree to which proposed prices appear unrealistic or unbalanced may cause to consider the offer unacceptable. Price is based on:

- (A) Mileage rate
- (B) Cancellation fee
- (C) Price on mandatory items and optional items

- (3) Offeror Capability** – Questionnaire # 2. For this evaluation factor, the Government will determine the relative capability of each Offeror on the basis of the following:

- (A) **Offeror's Organizational experience:** Experience is the opportunity to learn by doing. The Government will evaluate each Offerors organizational experience on the basis of its breadth, its depth, and its similarity to the work that will be required under the prospective contract. The Government prefers experience, which is similar in nature to support fire commissary operations.
- (B) **Offeror's Organizational past performance:** In evaluating past performance the Government may also contact other sources of information, including, but not limited to: Federal, state, and local Government agencies, better business bureaus, published media, and electronic data bases.
- (C) **References:** Past Performance is a measure of the degree to

which an Offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. References may be asked whether or not they believe:

1. That the Offeror was capable, efficient, and effective;
2. That the Offeror's performance conformed to the terms and conditions of its contract;
3. That the Offeror was reasonable and cooperative during performance; that the Offeror was committed to customer satisfaction; and
4. If given a chance would they select the same or a different Contractor?

In evaluating past performance the Government may also contact other sources of information, including, but not limited to: Federal, state, and local Government agencies, better business bureaus, published media, and electronic data bases.

- (D) Technical capability:** Information from Questionnaire #3
Offerors overall business operation will be used to determine the Offerors technical capability to support the services required. Offerors are encouraged to provide enough information on capability of the company to sufficiently identify its potential.

The information included in the Questionnaires, as well as other sources of information available to the Government will be used to assess the Offeror's capability. The Offeror may either use the questionnaires included herein, or if sufficient space is not available, the information should be submitted in the format shown in the questionnaires. Typed information is preferred.

- (b) Award Decision.** In order to select the winning Offeror(s), the Government will rank the Offerors by comparing the marginal differences in Offeror capability and evaluated prices between the Offerors. If one Offeror has both the better capability and the lower evaluated price, then that Offeror will be the better value. If one Offeror has the better capability and the higher evaluated price, then the Government will decide whether the marginal difference in capability is worth the marginal difference in evaluated price. If the Government considers the better capability to be worth the higher evaluated price, then the more capable, higher priced Offeror will be the better value. The Government will make comparisons among the Offerors until the Contracting Officer has decided which Offeror represents the ultimate best value to the Government.

- (c) Award.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance

specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(d) Options – Evaluation of Options (FAR 52.217-5) (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**K.3 Offeror Representations and Certifications-Commercial Items.
(FAR 52.212-3) (July 2002)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a

veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041,

6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business

concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does

not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade

Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or

NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

QUESTIONNAIRE #2 – ORGANIZATIONAL EXPERIENCE**OPERATOR'S NAME** _____

(Reproduce this page if additional space is needed)

(Information should include only experience/past performance with the preceding 3 years)

EXPERIENCE	1	2	3	4
TYPE OF SERVICE Contract Commissaries				
DATE OF USE				
DURATION OF USE (Daily, Weekly, etc.				
CONTRACT/AGREEMENT NO.				
ISSUING OFFICE LOCATION AND CONTACT				

QUESTIONNAIRE # 3 – TECHNICAL CAPABILITY – Offeror's overall business operation. Please provide enough information on capability of the company to sufficiently identify its potential.